सत्यमेव जयते

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Certificate No.	:	IN-KA46360412667692O
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Account Reference	:	NONACC (FI)/ kaksfcl08/ SHESHDRIPURAM/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08423306924889912O
Purchased by	:	NANDISH ASSOCIATES
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NANDISH ASSOCIATES
Second Party	:	EXECUTIVE ENGINEER BBMP BANGALORE
Stamp Duty Paid By	:	NANDISH ASSOCIATES
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

for Shri Vathaji Vividoddesha Souharda Sahakari Niyamitha Seshadripuram Bangalore

Authorised Signatories

.....Please write or type below this line.....

CONTRACT FOR CONSULTING SERVICES

Agreement No: BBMP/EE/Proj/RRN/AG/64 /2016-17

This Contract is entered into on the 01.12.2016, Thursday between Bruhat Bangalore Mahanagara Palike, represented by the **Executive Engineer, Project Division**, Rajarajeshwarinagar Zone, Bangalore.

Consultant

Executive Engineer
Project RR Nagar

Statutory Alert:
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And

M/s NANDISH ASSOCIATES, #25,12th Block, Kumara Park West, Bangalore-560020.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services, **"Providing Consultancy Services for Construction supervision, project management, Services including Proof Checking, and Quality Control for the work of Construction of Building and Development of Govt. School and improvements in school Premises at Jalahalli village in ward no 16"**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**

   i) The Consultant shall perform the services specified in Attachment A, " Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

   (ii) The Consultant shall provide the reports listed in Attachment B, "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. **Term:**

The Consultant shall perform the Services for 8 Months ie from start of project till completion of project or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**

A. **Ceiling:**

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs.**3,19,770/-** (inclusive of all taxes). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract will be as per Clause 7 of Annexure-1 (Terms of Reference)

B.Schedule of Payments

(i) 10% of contract price: After signing of contract and submission of Inception Report.

(ii) 20% of contract price: When the financial Progress reaches 25%.

(iii) 20% of contract price: When the financial Progress reaches 50%.

(iv) 20% of contract price: When the financial Progress reaches 75%.

(v) 25% of contract price: After completion of all the work in complete manner.

(vi) 5% of contract price: After completion of maintenance period and submission of completion report.

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6 Payment Conditions:

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4

7 Contract Administration:

A. Coordinator:

The Client designates Mr./Ms. **Assistant Executive Engineer** As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client

B. Timesheets:

During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator

C. Records and Accounts:

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter

8 **Performance Standard**:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory

9 **Confidentiality**:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client

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7. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software, but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**

The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

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13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy Services shall be paid/ reimbursed by the Client separately.

For the Client

Signed by:

Name and designation

Date:
Place

For the Consultants

Signed by:

Name and designation

NANDISH ASSOCIATES
ARCHITECTS
ENG. CONSULTANTS

Date:
Place:

List of Attachments to the Contract:

Attachment A: Description of Services (Enclosed in TOR)
Attachment B: Consultant's reporting Obligations (Enclosed in TOR)
Attachment C: Consultant's Reporting Obligations (Enclosed in TOR)

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